THE COURTS.

THE GREAT TWEED TRIAL.

Another Day After the Stolen Vouchers-Important Point Gained by the Prosecution-Secondary Evidence To Be Admitted-Continuation of the Legal Tilt Between Counsel-Deputy Comptroller Storrs and Ex-County Audiitor Lyons on the Stand.

THE DEPUTY CHAMBERLAINSHIP.

Chamberlain Palmer's Injunction Motion-Argument of Counsel Going Over the Old Ground--- All the Parties in Court---The Action of Yesterday Indecisive and the Fight To Be Resumed This Morning.

THE JUMEL ESTATE CASE.

Continuation of Evidence for the Defence-Important Rulings Admitting Ancient Documents in Evidence-Further Interesting Developments in the Case.

EUSINESS IN THE OTHER COURTS.

Summaries-Trials, Convictions and Sentences in the General Sessions-Decisions.

The Tweed case was continued vesterday, the most notable occurrence of the day's proceedings being the ruling of the Court admitting secondary evidence in the absence of the more direct or desirable testimony of witnesses who are not within the control of the Court. The testimony of Mr. Storrs, Mr. Lyons and Mr. Copeland, of the Comptroller's Department, was mainly explanatory of the routine of the business in the Finance Department of the city government-the manner of signing and certifying voucners and as to their safe keeping. The case will be resumed to-day.

All day yesterday was consumed in arguing, be

fore Judge Barbour, of the Superior Court, the subject matter of the injunction asked for by Mr. Palmer, City Chamberlain, against John Foley, restraining him from attempting to assume the functions of Deputy Chamberlain or in any way interfering with the duties of the office by virtue of his appointment as Deputy Chamberlain by the Comptroller. It was, in the main, a repetition of the argument previously advanced upon the prior application to the same effect made by Deputy Chamberlain Palmer. The argument, which was

be resumed this morning.

In the United States Courts yesterday Commissioner Osborn readered his decision in the case of E. S. Goodwin, chief detective officer of the Erie Railroad, who had been accused, under the law relating to piracy, of having run off with the steamer Hugh Bolton from the foot of Twentythird street to Hoboken. The accused is held to the action of the Grand Jury. Defendant rested his case upon the evidence presented on the part of the prosecution, alleging that no felonious intent had been proved, and that in removing the steamer he acted under the full belief that she was the property of the Erie Railroad Company.

Charles W. Jacobs, a sailor, who had deserted from the American schooner Hattle Sampson, has confessed to that offence, and was yesterday held by Commissioner Shields to await the action of the

Charles Sinnett has been held by Commissioner Shields to await the action of the Grand Jury on a charge of passing a \$20 counterielt bill. The accused had induced a young boy to endeavor to pro-cure good money for the bill in question.

Notice is given to those election deputy marshals and supervisors who have not yet presented themselves at the United States Marshal's office to receive their pay that unless they do so before the 31st inst. they must make their application to

Washington. In the United States Circuit Court yesterday the further hearing of the case of George Washington Bowen vs. Nelson Chase was resumed before Judge Shipman and the special jury. A mass of do mentary evidence, consisting of public records from the towns of Providence and Cumberland, R. I., was introduced on the part of the defendant for the purpose of impeaching the statement made by the plaintiff that he was born of Betsy Bowen, who afterwards became Madame Jumel. The case was adjourned till to-day.

Gleenz, keepers of a distillery at the corner of Thirty-ninth street and avenue A, were further exed before Commissioner Shields on a charge of distilling whiskey and rum from molasses, while their license, it was claimed, authorized them only to distil apple whiskey. Mr. L. W. Emerson, late United States Assistant District Attorney, appeared for the defendants, and the Commissioner, having heard the defence, ordered the accused to be dis-

charged. States Circuit Court, and presented to Judge Shipman some bills of indictment. In reply to the Judge the jury said they had no other business before them, and, baving made an arrangement with the District Attorney for adjournment, the Judge said they might adjourn to such day as they saw at.

THE GREAT TWEED TRIAL.

More About the Stolen Vouchers-A Great Point Gained by the Prosecution-Secondary Evidence Ruled by the Court as Admissible - Deputy Comptroller Storrs and Ex-County Auditor Lyons on the Stand-The Legal Tilt Continues. Yesterday morning was ushered in by a dense

fog, which for hours overhung the city, lay thick upon the rivers, darkened the way of the trains loaded with thousands from the outlying districts, and in a generally disagreeable manner impeded traffic and prevented to a very great extent the arrival of business men at the scenes of their daily vocations at their usual hours. The attendance of all whom it most concerned was not as punctual at the different law courts of the city yesterday morning as on ordinary occasions, owing to the aforesaid fog, and most of those whose only incentive for putting in an appearance at all in the courts from day to day is idle curiosity were notably and commendably absent. In the great Tweed case the Court reassembled, if not exactly up to time, still in good time, and the proceedings of the eighth day of the trial were commenced by the recall of Mr. Deputy Comptroller Storrs. There was nothing particu larly interesting either in the testimony of this witness or of the only other witness for the day, Mr. Lyons, ex-County Auditor, and the foggy air without had its counterpart within the court room, owing to the befogging nature of the testimony

and the hardly less clear arguments of conseil from time to time raised on objections by defend-ant's counsel and repiled to in as an unintelligible manner by the "gentlemen" on the other side. One half of the collisions in the court room between opposing counsel during this legal befogment, had they occurred on the water, would have sunk or disabled all the ferryboats plying be-tween New York and the other side before the fog

had lifted. The main point in the case, however, and which will materially aid the Court and jury in reaching a result, was the ruling of the Court, admitting secondary testimony where first or princi-pal testimony, owing to the absence of parties seyond the control of the Court, cannot be produced. As before stated only two witnesses were examined during the session, and the testimony was principally confined to the manner which prevailed in the Comptroller's department of trans acting the business of the department.
Yesterday's Proceedings.

Soon after the opening of the Oyer and Terminer yesterday, Judge Davis presiding, the examination of witnesses in the case of the People against William M. Tweed was proceeded with.

Mr. Storrs, Deputy Comptroller, recalled, examined by the prosecution—The witness testified to the fact of the loss of the vouchers on the 10th or 11th of September, 1871; the doors of the pigeonioles had been closed and locked; he had looked for the vouchers; there were other vouchers in

CROSS-EXAMINATION. On the cross-examination witness testified that ne was in the office the day previous, but had not examined the pigeonholes since about the middle of July; the pigeonholes were in a sort of closet, with closed doors; he had not seen them opened for two months previous; on the morning of the 11th of September he looked at them and found the door open; he did not have charge of the papers; they were in the custody of the County Auditor, Mr. Lyons; the closet was not marked.

To Judge Davis—The vouchers were the up in bundles and labelled; the closet was kept locked and on that morning he had found the locks broken and the pigeonholes empty.

Cross-examination continued:—All the closets

and on that morning he had found the locks broken and the pigeonholes empty.

Cross-examination continued:—All the closets are locked, as its the custom of the effice to keep them locked during the day; he could not state on his own knowledge that he had ever seen the doors locked or unlocked; he could only say that they must have been locked; he could not state but that the vouchers might have been taken to another closet on the day or days before the loss was discovered.

discovered.

By Mr. Peckham—Where is Comptroller Connolly A. I don't know; I have not seen him since 1871. Q. Has the Comptroller absconded ? A. It is understood so.

Q. Has the Comptroller absconded ? A. It is understood so.

To Judge Davis—The search for the missing vouchers was commenced on the next day, but he was not witness of any search.

TESTIMONY OF WILLIAM N. COPELAND.

William N. Copeland was the next witness. He testified that he had been employed as assistant bookkeeper in the County Department of the Comptroller's office; he had charge of the books in which the accounts of liabilities were kept a part of the time; he saw papers relating to the claims of Ingersoil, Garvey, Keyser and others in closets, which were not locked when he was there; all the vouchers were not there when he left, in February, 1871; some of them were kept in Watson's office; after the claims were paid the vouchers should have been placed in the closets spoken of.

Cross-examined by Mr. Burrilf—The papers were sent out of Mr. Watson's office to go into the pigeon holes, but they did not always go in there; he had taken them out by Mr. Watson's direction, and had given them to him; it was a very common occurrence; every person in the office had access to the pigeonholes; he could not teil whether all the papers were there when he left the office, as he had made no examination.

To Mr. Peckham—Could not say whether all the

pers were there when he left the effice, as he had made no examination.

To Mr. Peckham—Could not say whether all the papers given to Mr. Watson had been returned.

To Mr. Burrill—No memoranda of the papers taken out were kept, and when they were returned an occasional examination was made to see if they were the ones given out; in some cases the papers were detached and separated; sometimes they were pinned together and sometimes stuck with mucilage.

were detached and separated; sometimes they much sever pinned together and sometimes stuck with much sever pinned together and sometimes stuck with much sever per per sever per sever per sever per sever per sever per sever per

Mr. Storrs was recalled and asked a question as to the contents of the lost veuchers.

Mr. Field at once objected.

The Court intimated that the discussion ought

not to be long.

Mr. Field said that if the Court had already decided that secondary evidence was not admissible they had no desire to prolong the discussion.

Mr. Justice Davis said that was not to be assumed, but, on the contrary, quite the reverse. After Recess.

Mr. Storrs again took his seat on the witness stand, and the examination was proceeded with by Mr. Burrill. The witness testified:—
Mr. Watson was appointed County Auditor by Mr. Brennan in 1864, and died in 1871, in January; Mr. Watson was appointed County Auditor by Mr. Brennan in 1864, and died in 1871, in January; witness has been in the Finance Department since 1857; the Auditor's office is a bureau of the department; all bills pass through the Auditor's Department; Watson's stamp as Auditor was on the outside of the vouchers; Watson had custody of the stamp himself; I do not know in what part of the office it was Kept; the committee made frequent calls upon the Comptroller for these veuchers; I do not know why the papers were not delivered when the committee called; do not know of any reason; do not know whether the papers were there when they called or not.

Mr. Peckham then examined the witness on the redirect as follows:—The bills were audited by the County Auditor since 1858.

Q. Was it the duty of the Auditor to see that the vouchers contained anything more than the proper vouching papers? Objected to.

Counsel for defence claimed that the question was not competent, first, because the witness was not the Auditor.

Q. What did the Auditor do in auditing these papers?

Objected to by counsel on the ground that County Auditor Watson was now defunct, but had left behind him a monument in this stamp read:—"Finance Department, county of New York. Examined by me and found correct. James Watson, County Auditor."

The question was modified so as to require from the witness a statement of

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Auditor."

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THE ACUAL FORM.

so far as the witness had observed it, of auditing papers. The explanation was very dry to listen to and would make much dryer reading, so it is omitted from this report. At the close of the witness' statement Stephen C. Lynes was recalled to the witness stand and examined by Mr. Peckham.

The latter gentleman has a peculiarly rapid and by no means pleasant style of speaking, his articulation being rather indistinct, and the jury evidently did not at all times understand the questions put by him, as they contracted their eyes, opened their mouths, craned their necks and placed their hands to their ears to catch the sound of the lawyer's voice. It was also noticeable that the comnel finds it much easier to examine a witness by having his (the counsel's) foot on the seat of an adjacent chair. This is probably what some people would call "an eccentricity of genius," if taking a cha (i) ritable view of the counsel's habit.

The witness testified—It was my duty to fill in the warrants as County Auditor; I filled them in at the time the vouchers were given to me; I then prepared the warrants.

Q. Explain the routine of filling in those vouchers and warrants from the time they were received until they were completed.

Objection was made by the defence, inasmuch as the question called on the witness to state what was the

generally. He might explain specifically what he did or what he saw done, but to describe the routine was too general.

Q. What did you do as to vouchers? Objection made and overruled. The defence excepted to the

Q. What did you do as to vouchers respectively made and overruled. The defence excepted to the ruling.

The witness then proceeded to a long and extremely dry statement and illustration of the modus operanti of anditing vouchers, certifying them and issuing warrants; also as to the method of making entries in the audit books and voucher record, which were produced. The witness sat with one large book open on his knee, and another ponderous tome lay open beside him on the corner of the Judge's bench. To judge from what followed, it is fair to assume that this part of the examination was not to be considered by the jury, for Prosecutor Peckham and Defender field surrounded the witness as nearly as two men could accomplish Mickey Free's single-handed successful effort. The witness pointed to certain entries with his finger, and told the counsel how these tallied with certain other entries in the other book, but the jury didn't get any of it.

Mr. Peckham hext heid up and exhibited to witness

witness SIX WARRANTS,
and asked, "Do you know whether at the time you filled up these warrants there were corresponding existing vouchers?"
The defence at once objected, and after a short and rapid sotto roce consultation between Mesers. Field and Burrill, reiterated their objection to the general character of the question.

Mr. Peckham explained that these were Keyser warrants, the vouchers pertufning to which had been lost.

The question was then divided so as to elicit from the witness, upon his inspection of each war-

rant, answers which showed in reference to two of them that at the time he drew the warrants there were before him the vouchers and certificates of

audit.

In answer to a question by Mr. Field, Mr. Peckham stated that the questions in reference to these two warrants were precisely the same as he should ask in reference to the remaining warrants singly, and the defence waived their objection and consented to a general question of the same form as covering the whole of the warrants.

Mr. Peckham next exhibited thirty-four other warrants drawn in favor of A. J. Garvey, and put the same general questions, which

Mr. Field temporarily interrupted by asking whether Mr. Tweed's name appeared upon any of these warrants.

Mr. Fleid temporarily interrupted by asking whether Mr. Tweed's name appeared upon any of these warrants.

Reply was made that it did not.

Mr. Peckham then offered

Mr. Pield and Mr. Burrill both objected to the offer, and Mr. Burrill asked whether they were offered as primary or secondary evidence.

Mr. Peckham said they offered the warrants both as primary evidence and as secondary evidence.

Mr. Peckham said they offered the warrants both as primary evidence of payment, and second, as evidence of the contents of the lost vouchers.

The defence then objected to their admission on both the grounds stated, and counsel asked if they were offered as evidence that Tweed's name was written across the face of the lost vouchers. He asked this merely because they desired to avoid pleading surprise at a later stage in the case. As the question stood it was simply whether they could make Tweed responsible for what Mayor Hall and Comptroller Connolly did, and this could not be done, for the indictinent did not allege any combination. None could be proved where none was averred. After he signed that certificate of audit he had no further control over it, and if Mr. Hall or Mr. Connolly knew that

THESE VOUCHERS WERE MERE BLINDS

and were to be used as such, to cover the drawing of the money, they stole the public money; it was nothing less than robbery, and their stealing of the public money was no evidence against Mr. Tweed. The voucher would be the mere form and the felonious act was the taking of the public money. How could Mr. Tweed have restrained these men from their acts? The transfer by them of these warrants and the drawing of the public money upon them were in no way chargeable to Mr. Tweed.

Mr. Burrill then arose and stated that before making the objection more specific and finals he would claim the privilege of cross-examining the witness to learn what he made up the filling of his warrants from.

The Court admitted Mr. Burrill's request.

making the objection more specific and finals he would claim the privilege of cross-examining the witness to learn what he made up the filling of his warrants from.

The Court admitted Mr. Burrill's request.

The witness was then cross-examined and testified as follows:—I received the papers from which I filled up the warrants from Mr. Watson; these papers were completed and endorsed and bore the stamp of the County Auditor; I drew the warrants from the endorsements on the backs of the vouchers, without looking inside at the contents of the vouchers; Mr. Watson himself often wrote the endorsements on the vouchers; where

THE VOUCHERS CAME TO ME

with that endorsement I dion't examine the vouchers any further, but simply filled up the warrant from the endorsement; always supposed from the endorsement that there was a corresponding bill inside; there is nothing in the books of the office or elsewhere to show whether the warrants were drawn from Watson's mere endorsement of the vouchers or not; papers coming to me to have the Auditor's stamp affixed on the outside; there was no rule about that; I would not draw the warrants unless I had something from Mr. Watson directing me to draw them; I made no examination of the papers inside if there was an endorsement outside; when I examined the inside papers it was only when they came to me without any endorsement, and I merely looked at such papers inside as would give me the name of the creditor, the nature of the work performed, the amount of the bill and the date; I always looked at the original bill of the remained the inside papers in side as would give me the name of the creditor, the nature of the work performed, the amount of the bill and the date; I always looked at the original bill of the transactions except in a clerical way to fill out the warrants; I was examined in the trial of Mayor Hall and recollect testifying that I never did make examinations of contents of inside papers among the vouchers; I had to

DRAW ALL THE WARRANTS

for county expenditures whic DRAW ALL THE WARRANTS

DRAW ALL THE WARRANTS
for county expenditures which passed through, the
Comptroller's office, amounting to between six and
seven thousand warrants per year; I also drew all
the warrants that passed the Board of Andit; I
generally affixed the printed blanks for the Comptroller and Anditor to sign; aiter I had prepared
them I handed them to Mr. Watson; he handed
me the bills and told me to affix the
biank; I did not examine the bills to
see whether they were certified by any one; tha
was no part of my business; I generally attached
the outside blanks myself with mucliage; sometimes they came to me merely pinned together; I the outside blanks myself with muchage; some-times they came to me merely pinned tegether; I made my entries in the audit book from the war-rants, and also numbered and dated the warrants and corresponding entries; I countersigned the

and corresponding entries, I connecting warrants.

To Mr. Tremain—Before my signature was attached the warrants had aiready been signed by the Mayor and Comptroller; my signature was the last one affixed to the warrants; alter I tacked the papers together it was sometimes a day, sometimes a week before they were finally returned to me.

Mr. Burrill here arose and objected that the warrants were

NOT COMPETENT EVIDENCE

papers together it was a week before they were finally returned a week before they were finally returned as week before they were finally returned as week before they were finally returned for the contents of the bills or vouchers upon which the warrants purported to have been drawn. The witness testified that he generally drew the warrants from the mere endorsement, without any knowledge whatever as to the contents of the vouchers contained in the wrapper on which the endorsement was written; they objected that the warrants were not competent as they failed in any way to connect the defendant with the vouchers or the warrants themselves, and the prosecution was bound to prove the contents of the voucher more clearly than this witness had been able to do. This was not a civil suit, but a criminal prosecution, and the delendant was reasonably entitled to the benealt of the extreme limit of the rule. They also objected to the cumulation of offences. It was not necessary; and examination of alleged burglary or any other offences in regard to these papers.

The Court intimated that the contents of 1806, under which the curged that the charter of 1806, under which the the that the charter of 1806, under which the the claimed the right to appoint a deputy. On the subject of legislative intent he urged that the purpose of the charter of 1870 was to place the Comptroller at the head of the finance department of the clip, dath the warrants and removals of at the head of the finance department of the clip, at the head of the finance department of the clip, dath the warrants and removals of all the head of the finance department of the clip, at the head of the finance department of the clip, at the head of the finance department of the clip, at the head of the finance department of the clip, at the head of the finance department of the clip, at the warrants under the head of the finance department of the clip, at the warrants under the defendant was reasonable to do. This was not activitied to the benefit of the subject o

sary in order to seed a conviction here to go into an examination of alleged burglary or any other offences in regard to these papers.

The Court intimated that the counsel seemed to predicate his argument altogether upon Mr. Lynes' testimony and ignore Mr. Storrs' testimony altogether as to the signatures of the different officials. The testimony of this witness did not connect the defendant with these vouchers, but it was a question for the jury whether Mr. Storrs' testimony did connect him with those vouchers which are not now accessible. The evidence was admissible so far as it went to show that in the performance of a public duty an official had transcribed from certain vouchers, when in existence, the names of creditors, the amounts due them and the nature of the work performed, &c. The papers must be admitted as secondary evidence, so far as they go to show it, of the contents of the vouchers.

Mr. Burrill said that even the witness Storrs was careful to state only that he saw some of these vouchers.

The Court replied that Mr. Storrs had testifed

The Court replied that Mr. Storrs had testified,

Mr. Burrill said that even the witness storrs was careful to state only that he saw some of these vouchers.

The Court replied that Mr. Storrs had testified, however, that

were signed by Mr. Tweed, and therefore that testimony would go to show the custom or rule in reference to the signing of these papers. The papers must be admitted as evidence. (Counsel excepted to the ruling.)

Mr. Field asked whether the Court admitted them as evidence on all the counts, as to negligence, and so forth.

The Court—Yes.

Mr. Field—Then we beg to except to the reception of this evidence under the several counts—as separate objection to its reception on each count.

Mr. Peckham then took all the warrants and read off to the jury the date, name of creditor on each warrant and the amount for which each warrant was drawn. Of course, Keyser and Garvey have the biggest fingers in the pecuniary pie.

As MR PECKHAM READ THE LIST
he frequently stumbled across items of \$30,000 to \$40,000 to Garvey. "for painting and decorating new County Court House," and one of the counsel for the defence audibly, and with eyes raised to the dingy walls and celling, exclaimed:—

"If the prosecution calls Mr. Garvey as a witness on this trial, to prove the quality of his work, we are going to impeach him in advance."

The reading of the warrants occupied about half an hour, and while it was progressing the sky, which had been murky all day, cleared a little and allowed a few rays of sunlight to fall into the room. The day's proceedings had been very prosy and dull, and the lightening weather, together with the fact that it was near the time of adjournment, made the venerable counsel for

THE DEFENCE QUITE FRISKY.

When the reading was concluded

Mr. Field asked Mr. Peckham whether Mr. Tweed's, and asked Mr. Peckham whether Mr. Tweed's, and asked the courts went in the morning.

Mr. Field—Oh, nothing; only that is the way they spell Tweed on the prosecution side. (Laughter.)

Mr. Perckham replied that it did not, but that the initials E. A. W. did appea

which the Judge conteracte what one clear of the gavel.)

Mr. Peckham was very busy meanwhile the seems to do most of the work, anyhow counting and arranging the warrants, and when he had finished he offered in evidence "all the corresponding entiries in the book of audit to each of the warrants." Objected to, Objection overruled and evidence admitted. Excepted to by the defence.

The entries contained in the voucher record on

the same subject were next offered, objected to, admitted and excepted to in quick order, and the

THE DEPUTY CHAMBERLAINSHIP.

nother Day of Legal Scrambling in the Courts-Argument Upon the Injunction Applied for by Chamberlain Palmer Against Folcy-Fighting the Previous Battle Over Again-The Argument To Be Continued To-Day. In the fight as to which shall be Deputy Cham-

was a renewal of hostilities yesterday before Judge Barbour, of the Superior Court, or rather the party being now, however, the Chamberlain himself, Mr. Francis A. Palmer, instead of the "nephew of his uncle," Walter B. Palmer, who was so com pletely routed the other day, "foot, horse and dra-On both sides the same weapons of warfare were used as at the previous fight, Mr. Palmer backing up his claim to the right to appoint his deputy by the law of 1866, and his right to the injunction asked for prohibiting Mr. Foley from attempting to assume the functions of Deputy Chamberlain, and Mr. Foley insisting that the charter of 1870 legalizes his appointment by the Comptroller, and that the injunction should therefore be denied. The Chamberlain was represented by A. R. Lawrence and Judge Edmonds and Mr. Foley by John Strahan and R. W. Townsend. An effort was made by the Chamberlain's counsel to postpone the argument in order to allow time to submit additional affidavits; but this proposition was opposed by the other side and overruled by the Judge. Mr. Lawrence, upon this decision, tried to cut the matter short upon this decision, tried to cut the matter short by insisting that it was unnecessary to repeat the argument in the previous case, inasmuch as precisely the same point was involved—the legality or otherwise of the appointment of Mr. Foley as Deputy Chamberiain—and suggested that they submit their former briefs and let the Court decide upon these. Mr. Strahan and Mr. Townsend having come fresh into the case, the previous argument on their side having been made by Mr. A. R. Dyott, who was absent, were not to be put down in this way and their light hidden under a diminished bushel. There was no other alternative but to go over the argument again.

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FIGHTING THE OLD BATTLE.

Nearly all day was consumed in the argument, and then it was not completed. After the very full report given in the Herald of the previous argument it is unnecessary to repeat it at any length. First were read the complaint and answer, together with an affidavit of Mr. Storrs, Deputy Comptroller, setting forth the fact that on the 29th of May, 1872, Mr. Walter B. Palmer submitted to the Comptroller what purported to be his bond as Deputy Chamberlain, but which had never been accepted by the Comptroller. The reading of these documents finished Mr. Lawrence repeated his previous argument. He insisted that the charter of 1870 repealed all the previous charters except the Dongan and Montgomery charters, but that there was no repeal of the power given is the laws of 1866 to the City Chamberlain to appoint a deputy. He claimed that there was no inconsistency between the two if properly construed. In this connection he referred to the recent decision of the Court of Appeals in the Riverside Park matter as showing how a statute of 1813 was still in force. He dwelt at length upon the Legislative intent, and urged that there was nothing in the charter as showing how a statute of 1813 was still in force. He dwelt at length upon the Legislative intent, and urged that there was nothing in the charter as showing how a statute of 1813 was still in force. He dwelt at length upon the Legislative intent, and urged that there was nothing in the charter as showing how a statute of 1813 was still in force. He dwelt at length upon the Legislative intent, and urged that there was nothing in the charter as showing how a statute of 1813 was still in force. He dwelt at length upon the Legislative intent, and urged that there was nothing in the charter as showing how a statute of 1813 was still in force. He dwelt at length upon the Legisla

stated the fact that the Chamberiain was under \$1,200,000 bonds.
"That's not so," interrupted Mr. Strahan.
"Your dogmatizing way of contradicting a statement is positively refreshing," answered Mr. Lawrence, "but I happen to know what I am talking about."

rence, "but I happen to know what I am talking about."

"So do I," persisted Mr. Lawrence.

"So do I," persisted Mr. Lawrence.
"It is a matter that does not bear on this case," broke in the Judge.

Mr. Lawrence completed his argument without further interruption. In the course of remarks by Judge Edmonds Mr. Strahan undertook to interrupt him.

"You just wait till I get through," sharply spoke up the ex-Judge, "and then you may talk to all eternity for all I care."

"But I insist," continued Mr. Strahan
"I will hear no insisting. You sit down," now savagely said the Judge.

Mr. Strahan sat down for the nonce, but at length came the time for him to speak, and he occupied the time with speaking nearly two hours. He reviewed the argument of Mr. Lawrence. He insisted that the charter of 1870 most positively repealed the statute of 1866, under which the Chamberlain claimed the right to appoint a deputy. On the subject of legislative intent he urged that the purpose of the charter of 1870 was to place the Comptroller at the head of the finance department of the city, and as such head to give him supreme control in the matter of the appointments and remoyals of all subordinates in the various bureaus of the department.

"It is not supposable, of course," interrupted

The Suit of George W. Bowen vs. Nelson Chase-Further Evidence for the Defendant-Ruling of the Court with Respect to Ancient Documents.

The further hearing of the case of George Washington Bowen vs. Nelson Chase was resumed yes-terday in the United States Circuit Court, before

Judge Shipman and the special jury.

Mr. Hoar, Mr. Chatfield and Mr. Schaffer appeared as counsel for the plaintiff, and Mr. Charles O'Conor and Mr. J. C. Carter for the defendant.

Benjamin M. Bosworth sworn—I reside in War-ren, R. I.; I am a farmer and mechanic; somewhat familiar with the town of Providence, R. I., for thirty-five or forty years; I am familiar with the tombstones in the North Burying Ground; there is tombstone there recording the death of Gideon Hull and Phoebe Hull, his wife; there is also a tombstone to Captain Gideon Hull and one to Thomas Hull and his children.

Q. What was the appearance of the tombstone as to age ?

Objected to as immaterial and as hearsay. Mr. O'Conor said they had from Hull the fact that he and his brother, now deceased, had caused tombstones to be erected over their parents. The true time of the death of his parents was very ma terial. On the first trial he swere that his parents died at the same time in 1791 or 1792, while on the died at the same that his father died in 1797 and his mother in 1800. The question was whether the inscriptions upon tombstones reasonwhether the inscriptions upon tombstones reasonably traced to Hull, and raised by him to the mother who bore kim and to the father whom he learned to respect, should now be received in evi-

dence. Mr. Hoar conceded the fact that Gideon Hull, Daniel Hull's father, died in 1797, and his mother in Mr. O'Conor said it was important to show the

1800.

Mr. O'Conor said it was important to show the day and date of the deaths in question.

The Court said the dates were admitted in the records of the Town Council of Providence already given in evidence, and with the admission of plaintiff's counsel he did not think it was necessary to take the evidence offered.

The witness was allowed to state the date of the death of captain Gideon Hall, as it appears on the tombstone, and it was December 30, 1826, and the death of Thomas C. Huil, August 26, 1804, in the seventy-second year of his age. In the town of Cumberland there is a tombstone recording the death of Major Reuben Bailou, September 19, 1803. The witness further testified in relation to the geographical situation of the town of Providence and some of its kouses, for the purpose of contradicting the evidence of witnesses for the plaintiff on that head.

In cross-examination the witness said he had been employed by Mr. Chase to make those inquiries and had been paid for his services; witness was a farmer and mechanic and also acted as an attorney-at-law in the Probate Court and Court of Common Pleas & Rhode Island, but he had not been admitted to the bar; he might have been admitted but he declined to be bound by rules.

Mr. Chatfield—That seems to be a reflection upon the Supreme Court of your State.

The Witness—I am sorry for it, but I cannot help it (Laughter).

Horace A. Follett, sworn—I am Town Cierk of Cumberland, R. I.; as such I have custody of some ancient papers. Witness produced several papers of ancient date signed with the signature of Major Reuben Baifou.

Daniel R. Ballou sworn—I reside at Providence, R. I.; I am Clerk of the Court of Common Pleas

Reuben Ballou.

Daniel R. Ballou sworn—I reside at Providence,
R. I.: I am Clerk of the Court of Common Pleas
there. [Witness produces papers from that Court,
of ancient date, bearing the signature of Reuben
Ballon.]

Mr. Carter, of counsel for defendant, said that all the papers produced from the town of Cumberland and from the Court of Common Pieas in Providence were now offered for the purpose of proving that the entry in the "Kinz Henry Book" respect-

handwriting differed sometimes, as lawyers did on matters of law.

Stephen R. Weedon was the next witness. He deposed that his grandfather was a physician in Providence, and he produced an account book, in which was an entry in his grandfather's handwriting, to the effect that persons named Polly and Betsy Bowen, daughters of Caleb Bowen, were customers of his for medicines in 1791 and 1792.

Mr. O'Conor offered this entry in evidence.

Mr. Chatfield objected.

The Judge asked for what purpose this entry was offered.

The Judge asked for what purpose this carry was offered.

Mr. O'Conor—For the purpose of showing that there was another Betsy Bowen living there, and to explain and contradict the evidence of a Betsy Bowen dying there.

The Court allowed the evidence, and the book was submitted to the inspection of the jury. The witness pointed out other entries in the account books referring to salts and emetics for Polly and Betsy Bowen, daughters of Caleb Bowen.

The Court adjourned till eleven o'clock this morning.

BUSINESS IN THE OTHER COURTS.

SUPREME COURT-CHAMBERS. Decisions.

By Judge Barrett. Fraser vs. Ogden et al.-Motion granted upon payment of \$10 therefor, and \$10 costs of opposing

this motion. arrest denied, with \$10 costs,
In the Matter of the Application of William W.
Hewitt in the Matter of Benjamin J. Cahoone, a
Lunatic.—Report confirmed and order granted.
In the Matter of the Claim of the Guardian Savings Institution vs. The Bowling Green Savings
Bank.—The petition should be uniged before the order is served.

Strashurger, vs. William Belden At all Matters

der is served.

Strasburger vs. William Belden et al.—Motion granted, with \$10 costs.

Barney et al. vs. Bray et al.—The applicants have leave to interpose an answer upon payment of the costs of entering judgment and \$10 costs of this motion.

SUPERIOR COURT-SPECIAL TERM. Decisions.

By Judge Barbour. Grant vs. Gregory.—Order granted. Coddington vs. Dunham.—Order so

Coddington vs. Danian

gurrer.

Grady vs. Coad.—Order granted.

Anderson vs. West et al.—Same.

McKeon vs. Lee.—Order on remititur.

Cort vs. Sun Mutual Insurance Company.—Order granted.

Ry Judge Morrill.

By Judge Morrill. Egelins vs. Egelins.—Findings se

COMMON PLEAS-SPECIAL TERM. Decisions.

By Judge J. F. Daly.

Myers vs. Hoar.—Motion denied, with leave to renew.
Collins vs. Stewart et. al.—Motion granted, unless claimant awards complaint within five days.
By Judge Larremore.
Adams vs. Page et al.—Allowance of one per

CCURT OF GENERAL SESSIONS.

· Larceny. Before Judge Sutherland. The first case called by Assistant District Attorney Russell was that of John Rogers, who pleaded guilty to an attempt at grand larceny. On the 4th of December he stole two pleces of cassimere, valued at \$60, from the store of Shriver & Co., No. 458 Broadway. In consequence of his youth and that being his first offence the punishment was modified to one year's imprisonment in the State Prison.

Edward Barker and John Wright, who were in dicted for burglariously entering the premises of Taylor & Vanderlip, No. 96 Bowery, on the 27th of December, and stealing \$100 in money, pleaded guilty to an attempt at burgiary in the third degree. As this was a bad case fils thonor imposed the severest penalty that could be inflicted upor the plea, which was two years and six months' in carceration in the State Prison.

A Car Pickpocket Sent to Sing Sing. George McGuire pleaded guilty to larceny from the person, he having on the 30th of December stole a pocketbook, containing \$10 78, from Cor

stole a pocketbook, containing \$10.78, from Cornelius O'keefe, while riding in a Third avenue car. The Court observed that in every case be would punish pickpockets to the full extent of the law. McGuire was sent to the State Prison for five years.

Caroline Underhill was tried upon a charge of stealing \$37 in money from Daniel Thompson, at a saloon in Thompson street on the 17th of December. The evidence was so conflicting that the jury were unable to agree. A plea of guilty of petty larceny was accepted.

Alleged Forgery.

The entire day was spent in the trial of an indictment against Edward P. Banning, Jr., who was employed by James Sutton & Co., proprietors of the Aldine, charging him with forging the following order:—

Messrs. James Sutton & Co., insert one advertisement in the Addine one mouth: to occupy twenty lines, at \$20 per month, payable monthly.

FELLOWS, HOFFMAN & CO.

per month, payable monthly.

FELLOWS, HOFFMAN & CO.

The members of this firm testified that their signature was a forgery. Mr. Mott, the counsel for the defendant, examined him at great length, and his explanation of the affair was that he drew the order at Sutton's request, so as to make it appear to a certain party that the affairs of the Aldin were in a prosperous condition. A great deal o extraneous testimony was given, and, in the cours of the trial, Judge Sutheriand intimated that the statements of the complainant and the prisone were diametrically opposed to each other. The case will be finished to-day.

YORKVILLE POLICE COUST.

Pickpockets and Shoplifters In a Pickle On Wednesday evening, as Mrs. A. J. Chatfield was passing through Forty-sixth street on her way to her residence, 251 East Forty-eighth street, she was approached from behind by a young man named Dennis Shea, who threw her down upon the sidewalk and forcibly took possession of her pocket-book, which she held in her hands. He than ran away, but was subsequently arrested on the infor-

away, but was subsequently arrested on the information of a young man who happened to witness the outrage and knew Shea by eyesight. Yesterday the prisoner was arraigned in Court and held in default of ball for trial.

Another member of the Shea family, named Thomas, was sent down stairs to keep his name-sake company because he was (innocently, as he claimed), accused of robbing a poor sailor of his watch and \$20 in cash. The sailor, whose name was John Thompson, was being humbugged by the prisoner and others, he said, and to chastise them the better he threw off his jacket and pitched in, hammering right and left. The "boys" kent him busy while the prisoner (so a witness stated) took up the jacket and rified it of its contents.

John Morse and some other men visited Herman Houston's "sheep clothes" store, No. 1,543 Third avenue, and, while some of them priced several pairs of panis, Morse waiked off with a pair without even saying "thank you." He was arrested and arraigned in Court and committed for trial, thus making three as eligible candidates for the State Prison as ever looked through the barred door of a cell.

COMMISSION OF APPEAS CALFERIA

COMMISSION OF APPEALS CALENDAR.

ALBANY, Jan. 16, 1873.

The following is the calendar of the Commission of Appeals for Friday, the 17th inst.:—Nos. 29, 32, 39, 49, 52, 57, 77, 55, 84, 94, 95, 97, 99, 101. There will be no further day calendar, except for such cases as have been especially set down for Saturday.

UNITED STATES SUPREME COURT.

WASHINGTON, D. C., Jan. 15, 1873. -New York Central Railroad vs. Lockwood-Error to the Circuit Court for the Southern district of New York.—This was an action to recover for personal injuries to Lockwood, sustained in passing over the road from Buffalo to Albany, The plaintiff (below) Lockwood was a drover, and, aking his stock over the road, was given the usual "pass" to go himself on the same train to take charge of his stock, "at his own risk." On the trip, at night, the train was stopped on the track some cause, and, in attempting to start it.

ing the birth of George Washington Bowen was a forgery.

Mr. Chatfield objected to this evidence. No testimony had been ofered to show that the signature of Ballou to those papers was genuine.

Mr. O'Conor replied that the documents were ancient documents used in legal proceedings, and, in that point of view, there could be no doubt about their authenticity. Shortly after 1854 the Parliament of England enacted generally, without reference to ancient or modern writings, that proof of handwriting might be given by comparison. He said he was extremely doubtful whether any Court of this State, or whether any Court of the United States wented relect this class of evidence. The jury ought to have an opportunity of ludging whether the entry in the King Henry book was genuine or not.

Mr. Hoar having briefly replied,
Judge Shipman pronounced an elaborate ruling, and tegrad the document as an ancient writing, and therefore admit it.

To thus alling the plaintiff's counsel excepted.
Judge Shipman pronounced an elaborate ruling, and therefore admit it.

To the spin and the decisions of the State Courts as to the construction the law. Those decisions, it is said, must be regarded by the Federal Courts in Such Cases as conclusive evidence of the law. By the rule laid down in the State Courts it is claimed to lollow up the evidence by calling experts.

Mr. O'Conor replied that he had thought about the jury would be just as good experts as to handwriting differed sometimes, as lawyers did on matters of the state of the conclusion that the jury would be just as good experts as to handwriting differed sometimes, as lawyers did on matters of wear of the form replied that he had thought about the jury would be just as good experts as to handwriting differed sometimes, as lawyers did on matters of the form replied that he had thought about the jury would be just as good experts as to handwriting differed sometimes, as lawyers did on matters of the form replied to the conclusion that the writing of the feed of the produced an accou

BUSINESS OPPORTUNITIES.

-ADDITIONAL CAPITAL PROCURED for merchants, manufacturers and others. Persons witt capital seeking business advised of approved opportuni-ties. Esterences—W. H. Lyon & Co., Importers of Fancy Goods, 483 Broadway, &c. GRIGGS, CARLETON & CO., Financial and Business Agents, 38 Broadway.

A FINE OPPORTUNITY FOR A YOUNG MAN WITH A \$4,000 to secure a well established each manufacturing business in full operation. Full particulars at 369 West Eleventh street, near West.

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A RARE CHANCE FOR INVESTMENT.—ANY GEN theman in the tin or wire business will find it to his advantage to call at Sweeney's Hotel, corner Chamber and Chatham streets, and examine Wiley's Revolving Corn Popper; inducements offered; but little capital required.

M. H. WILEY.

A PARTNER WANTED-WITH \$600, TO ASSIST in extending good legitimate business; 100 per cent profit; no risk; all cash sales. Full particulars No. 5 Dey street, room 21. LADY GOING SOUTH WILL LET A COMPLETE

A ly and handsomely furnished brown atone House, in perfect order, all improvements, until 1st of May, or year from May; to a good tenant it will be rented cheap. Ap-ply to B. PLANIGAN, corner of Twenty-eighth street and Fourth avenue, real estate office.

AN OPPORTUNITY SELDOM OFFERED.—A STEADY man with \$400 can secure one-naif interest in a Confectionery and Saloon business, long established and naving well; present partner having other business will sell at a great sacrince. Apply to J. W. MUDGETT, his Broadway, rear basement. ANY RESPECTABLE, INTELLIGENT MAN, WHO will honestly investigate a business opportunity, with a view only of investing some capital with his active services (If found entirely satisfactory), may apply for particulars to M. C. JEFFERS, office No. 9 Bieccker street.

A RARE OPPORTUNITY.—PARTIES HAVING \$1,200. A desiring to engage in a pleasant cash business, paying 100 per cent, should not fail to call on MOODY & CO. 183 Broadway.

A PARTNER WANTED—A PRACTICAL CRACKER, cake or bread baker, with from \$500 to \$1,000, to join advertiser in establishing a business; advertiser will invest like amount; is a thorough, practical man in all the branches of cracker or biscuit baking, including imported goods. Full particulars at GEORGE B. TENNANT'S, 254 Clinton street, New York.

A SPLENDID CHANCE FOR AN ENERGETIO young man.—For sale, the Stock and Lease of a first class Bry Goods Store in the best location in the city of Trenton, N. J. Reasons for selling satisfactory. Address C. L. B., Post office, Trenton, N. J. A N ESTABLISHED CASH MANUFACTURING BUSI-ness wants a partner with capital to extend it; large profits made and best references given. Address C. B., Herald odice.

A PUBLISHING AND IMPORTING HOUSE, DOING man to take a \$11,000 or \$15.00 interest; copyrights, plates, stock, &c., \$50,000; one partner must in future live in Europe. Address important must in future live in Europe.

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A.—A HALF INTEREST IN A SPLENDID PAYING business, established in 1833; an energetic man, with good references, liberally dealt with: a thorough investigation given.

LLOYD, 29 Broadway. ESTABLISHED BANKING BUSINESS AND FINE

town in Southern Illinois. Price \$10,000. Inquire of NORTHRUP & CHICK, No. 6 Wall street, and E. B. MILLER, 20 Cedar street. Ly Business, realizing substantial profits; controling in-terest could be purchased; price \$5,000. Further infor-mation of CHARLES G. DABLEREN & CO., 112 and 114 Broadway. ESTABLISHED TWENTY YEARS.—JOB PRINTING Business, realizing substantial profits; controlling in-

FOR SALE—HALF INTEREST IN A WELL-ESTAB-lished twine business; small capital required. For particulars apply to C. W. DEMILT, 22 West Broadway.

FOR SALE—AT A GREAT SACRIFICE, THE WHOLE or part interest of a Business that pays 150 per cent. Address 72 Bleecker street, in trunk store. FOR SALE—AT ONE-HALF ITS VALUE, A NEW Patent for fastening windows. Call on or address G. E. FARMER, the Patentee, 48 and 50 East Twenty-sixth street, New York.

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I -A LONG ESTABLISHED HOUSE, DEALING IN L. pianos, organs and melodeons, and sole agents for a leading manutacturer, and having ample capital, desire an active partner, with \$10,000 to \$20,000, to increase a profitable, sale and cash business. Apply to GRIGGS, CARLETON & CO., 38 Broadway.

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VV lars, in a light manufacturing business; goods han established reputation; large profits. Apply MOODY & CO., ISS Broadway. WANTED-AN ACTIVE PARTNER, WITH A CAPI-tal of \$12,000 or \$15,000, in an old established jobbing and manufacturing prug business in Baltimore, Md. Address, with real name, WHOLESALE DRUGGIST, Balti-more Post office.

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AT 279 THIRD AVENUE, NEAR TWENTY THIRD Astreet-M. LEON pays the highest price for ladies' and gentlemen's Cast-off Glothing, Carpets, &c. Ladies waited on by Mrs. Leon. 246 SEVENTH AVENUE, NEAR TWENTY-FOURTH more than any dealer in the city for Wearing Apparel, Carpets, Ac. Call on or address Mr. or Mrs. RUSEN-BERG.

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